

EXHIBIT 11

PRINT



Cornell University

Flexible Work Arrangement - Agreement Form

Effective Date: _____ Review of Agreement Date: _____
 Employee Name: Denise Payne Employee ID: 1291871
 Phone: 5-6689 Email Address: dlp35
 Department Name: Business Analytics Job Title: Data Analyst II
 Department Address: 237 Statler Hall

☐ Non-exempt Academic Staff ☒ Non-exempt Administrative Staff
☐ Exempt Academic Staff ☐ Exempt Administrative Staff

Labor Group (if applicable):

☐ BTC ☐ CVA ☐ CPU ☐ IUOE ☐ UAW ☐ SPFPA ☐ IUOE ☐ UAW

Arrangement (check all that apply):

☐ Change to standard start/end time
☐ Compressed work schedule (e.g. four 10hr. days per week)
☒ Remote Work (complete pages 2-3)
☐ Job Share (complete page 4)

Instructions

1. Details of arrangement may be attached to this document.
2. The employee and the supervisor should each retain a copy of this agreement and details attached.
3. The supervisor must file this agreement with the employee's Human Resources Representative.
4. The supervisor must schedule an agreement review with the employee to evaluate effectiveness of agreement and make modifications where necessary.

	Standard Work Hours	New Hours	Work Remotely	Job share with (name):
Sunday				
Monday	8am-4:30pm	7:30-4:00P	<input checked="" type="checkbox"/>	
Tuesday	8am-4:30pm		<input checked="" type="checkbox"/>	
Wednesday	8am-4:30pm	7:30-4:00P	<input checked="" type="checkbox"/>	Part of Spring Accommodation
Thursday	8am-4:30pm		<input checked="" type="checkbox"/>	
Friday	8am-3:30pm	7:30-3:00P	<input checked="" type="checkbox"/>	
Saturday				

I have read and understand the above/attached arrangement. I understand that my failure to adhere to the expectations set by my supervisor may have an adverse effect on my employment and may result in disciplinary action, including, but not limited to the immediate withdrawal of the opportunity to benefit from a flexible work arrangement. If this agreement is being made or modified as part of a formal ADA accommodation, the employee and the supervisor will consult with Medical Leaves Administration in the creation or any modifications of this form.

Denise Payne
 Employee Name (printed)

Denise Payne
 Employee Name (signed)

8-28-17
 Date

Tamara Lindsay
 Supervisor Name (printed)

Tamara Lindsay
 Supervisor Name (signed)

8/28/17
 Date

Ex 5

Appendix A. Remote Work

Location of remote work arrangement (address): 4309 Sweeney Rd, Cortland NY 13045

This location is: ☒ employee's residence ☐ off-site location established by Cornell University

Terms of Agreement:

The duties, responsibilities, and conditions of employment remain unchanged. The staff member must comply with all university policies and procedures while working off-site. Salary and benefits remain unchanged and Workers Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers Compensation law. The staff member must report any such work-related injuries to his or her supervisor immediately. Cornell is not responsible for injuries or property damage unrelated to such work activities that might occur in the remote work setting.

Overtime compensation (for non-exempt staff) and vacation and health and personal leave will continue to be based on hours paid during the remote work arrangement as per existing procedural language. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by the staff's supervisor. According to the terms of this Agreement, the off-site work schedule is detailed in this agreement. For non-exempt staff, this specification must be in accordance with FLSA guidelines and should include meal breaks. If the staff member needs to change his or her schedule, he or she agrees to obtain advance written approval from the supervisor.

The staff member's use of equipment, software, and all other resources provided by Cornell is limited to the purposes of remote work and is not intended for the staff's personal use. In accordance with University Policy 3.24, Mobile Communications Devices, the university does not provide home internet service or phone service (unless approval from the Dean or Vice President is provided for cell phones). The decision to remove or discontinue use of the resources listed in this agreement shall rest entirely with Cornell. In the event that the staff member ceases employment with Cornell, or the remote work arrangement is discontinued for any reason, the staff member must agree to return all Cornell property within 48 hours.

If applicable, the department/unit will provide or arrange for maintenance of the equipment provided to the staff member through remote work, and may provide for insurance coverage as per the university's all-risk policy. However, the staff member is responsible for the cost of any repairs caused by the misuse or abuse of the equipment, or by the staff's own negligence. Cornell reserves the right to exchange or retrieve university-owned property with reasonable advance notice.

Cornell will not reimburse the staff member for the cost of off-site related expenses such as heat, water, electricity, and any insurance coverage not provided by the university. Personal tax implications related to the off-site work space shall be the staff's responsibility. For guidelines on remote work conducted outside of New York State, see: https://www.hr.cornell.edu/life/supprt/outside_nys.pdf

The staff member has responsibility for maintaining the security and confidentiality of university files, data and other information that are in the off-site work place. See: http://www.it.cornell.edu/services/guides/data_discovery/confidential_data.cfm

Remote work is not to be regarded as a substitute for ongoing child care or adult care. If applicable, the staff member will attach a general description of caregiving arrangements that will be in effect during the remote work work hours. If the staff member needs to modify these arrangements, they will inform the supervisor and obtain the necessary approvals to continue the remote work arrangement.

1. Cornell will provide the following equipment, software, communications resources, and/or other supplies (provide as much detail as possible, including serial or registration numbers, if applicable).

Hardware (e.g., computer, webcam, etc.):

Cornell University issued: laptop, monitor and docking station.

Software:

Pre-loaded onto the Cornell University Laptop: browser(s) for web-based portals, tableau, Microsoft office, XLSTAT, Adobe pro

Communications Resources (e.g., phone forwarding service):

Note: Internet service is not provided by Cornell. Cell phone service requires Dean or Vice President approval for university owned cell phones.

Maintain internet access at home office and be accessible via cell phone during work hours. Check voicemail at least twice while working from home. Remain connected with management through cell phone or email during work hours.

Other (e.g. office supplies):

Additional comments/notes:

When working from home I will communicate my remote needs as far in advance as possible. I will work my standard work hours unless I need to take time off for my accommodation, in which case I can have a flexible start time between 6am-10am, take reduced hours or use my HAP time. I will add to my supervisor's calendar what I will be working on remotely from home on a daily basis and I will communicate on a daily basis the status of that work.

Other comments (DP):

Please note, the purpose and dates of all versions of my flex agreements from January 2017 to present have been for my active treatment for cancer, which should end sometime around the end of October 2017, after that, additional Flex time may be needed for ongoing side effects. My ADA accommodation is in place until January 2018. I am requesting to work from home, as needed, for doctor appointments/cancer treatment and health (side effects). For the most part, I can work standard work hours but occasionally I need flexibility.

2. The staff member is expected to make regular visits to the on-site workplace to review work and progress with supervisors, and to meet with co-workers and customers on the following basis:

Will keep my supervisor apprised of the status of my work on a regular basis. If there is business need to work extra hours or weekends, this will be communicated to the supervisor as soon as it's identified. Together the employee and supervisor will evaluate the situation and determine the best course of action—extra hours outside of the normal schedule, overtime, adjusted workload, or any combination of these solution to address the business need. The employee will add to the supervisor's calendar detail on all work being addressed remotely and will communicate to the supervisor the status of that work on a daily basis.

I have read and understand the above expectations relating to the remote work arrangement. I understand that my failure to adhere to the expectations may have an adverse effect on my employment and may result in disciplinary action, including, but not limited to the immediate withdrawal of the opportunity to benefit from a remote work arrangement.

Denise Payne
Employee Name (printed)

Denise Payne
Employee Name (signed)

8-28-17
Date

Tammy Lindsay
Supervisor Name (printed)

Tammy Lindsay
Supervisor Name (signed)

8/28/2017
Date

Begin Date: 5/1/2017

Review Date: 10/30/17.